

Terms and Conditions of Rental Heisterkamp Trailer Rental GmbH

Definitions

Inbound Form	A form drawn up by the rental company describing the condition of the trailer, which will be completed by the Rental Company and the Renter (or its representative) upon the return of the trailer.
Outbound Form	A form drawn up by the Rental Company describing the condition of the trailer, which will be completed by the Rental Company and the Renter (or its representative) upon the handover of the trailer.
Contract	Any agreement made between the Rental Company and the Renter regarding the rental of trailers and other rental objects to which these terms and conditions apply.
Party	the Rental Company or the Renter
Handover	the actual grant of possession of rental objects to the Renter in the location designated by the Rental Company.
Trailer	the trailer (to be) rented to the Renter by the Rental Company under the rental agreement.
Rental Company	Heisterkamp GmbH

1. Offers, Conclusion of Agreement, Scope

1.1. These Terms and Conditions apply to all rental offers and Rental Agreement of the Rental Company and the subsequent rental of trailers and other rental objects such as accessories. Only these Terms and Conditions apply, the Rental Company does not acknowledge any contrary or varying terms of the Renter. Variations from these Terms and Conditions are valid only if agreed in writing between the Parties. The Rental Company's Terms and Conditions apply also if the Rental Company, while aware of contradictory or varying terms of the Renter, rents unconditionally to the Renter.

1.2. In their respective version, these Terms and Conditions also apply as an agreement for future agreements with the same Renter regarding the rental of movable property, without the Rental Company having to refer to these Terms and Conditions in each individual case.

1.3. Any individual agreements with the Renter in individual cases (including ancillary arrangements, additions and changes) always take precedence over these Terms and Conditions. A written agreement or the Rental Company's acknowledgment in writing will always be decisive regarding the specifics of such agreements.

1.4. Legally relevant statements and notices made to the Rental Company by the Renter after conclusion of the agreement must be in writing to be effective.

The written form requirement is satisfied by written correspondence, including correspondence in the form of PDF-files or transmitted by fax, computer, e-mail or any other electronic means, always on the understanding that such correspondence addressed to the Rental Company is deemed received when the Rental Company has acknowledged receipt.

1.5. The Rental Company's offers are without obligation and subject to the suspensive condition of approval by a member of the Rental Company's board authorised to represent the company.

1.6. The Rental Company will always have the right to terminate the negotiations with the Renter without stating grounds and without being required to pay compensation or to resume negotiations.

All oral and written details about the rental objects, for instance in promotional materials, pictures, directories or other documents, regarding the technical performance, operating characteristics, or fitness for the purpose intended by the Renter, are part of the agreement only if confirmed in writing by the Rental Company.

1.7. If there is a valid reason, the Rental Company expressly reserves the right to rent out another rental object than the one offered, provided that such other rental object is equally suitable for the use intended by the Renter, and the rental of that other item would be reasonably acceptable to the Renter, taking account of the Rental Company's interests.

1.8. If the Rental Company has valid grounds to fear that the Renter will not comply with its contractual obligations towards the Rental Company duly and in time, the Renter will be required, at the Rental Company's first request, to immediately provide adequate security in a manner and form designated by the Rental Company by way of security for compliance in full with all its (payment) obligations, or to replace or supplement security already provided. An example of security is a bank guarantee that will be payable on first demand.

If the Renter has not fully complied with a request to provide security within 7 (seven) days of receipt, the Rental Company will have immediate cause of action against the Renter for non-compliance.

1.9. Agreements between the Rental Company and the Renter will come about by the written acceptance of the offer made in writing by the Rental Company. Upon the Renter's putting into use the rental objects without prior written acceptance of the offer in question, the Renter will be deemed to have accepted the Rental Company's offer in full.

1.10. Only in case of the explicit rental of a newly manufactured trailer will the Rental Company grant a corresponding order to the relevant trailer manufacturer.

2. Duration of Relationship

2.1. In the absence of an individual agreement to the contrary, the relationship commences when both parties to the contract have signed the rental agreement, however no later than at the time of handover of the rental objects.

2.2. In case of a fixed-term rental agreement the agreement will end upon expiry of the last day as agreed; a fixed-term rental agreement may not be terminated in a regular manner during its term. The second part of the preceding sentence applies also during the minimum rental period of an indefinite rental agreement.

Either Party may terminate an indefinite rental agreement in a regular manner with due observance of a notice period of

- One day, if the rental rate is payable per day
- One week, if the rental rate is payable per week
- One month, if the rental rate is payable per month.

2.3. In case of a term of at least 12 (twelve) months, the agreement will be renewed automatically for an indefinite period upon expiry of the agreed term.

2.4. If the relationship has a duration of more than two months, the Renter must notify the Rental Company in time, i.e. at least five working days in advance, of the return of the rental objects.

3. Handover of Rental Objects

3.1. For the purpose of handover the Rental Company must provide the rental objects free from defects and ready for hitch-up.

3.2. After the Rental Company has notified the Renter in writing that the rental object is ready, the Renter must pick up the rental object in the place and time designated by the Rental Company.

3.3. The handover of any rental object is subject to the following conditions:

- There must be a written rental agreement; and
- In the event of rental of a newly manufactured rental object, the manufacturer must have provided a technical description of the rental object signed by the Renter for approval; or
- In the event of rental of a pre-used rental object, to the extent that it is not based on a sale-and-lease-back, there must be an outbound form signed by the Renter upon handover; and
- If the rental object is collect by the Renter's representative, that representative must provide adequate proof of power of representation and the representative's personal details of the representative must be recorded, and
- The Renter should provide proof of insurance of the rental object in accordance with Article 4 of these Terms and Conditions.

The Rental Company will decide whether all conditions have been met.

3.4. The date for the handover given by the Rental Company is not fixed. The Rental Company is in default only after it has been given written notice of default after expiry of the agreed handover date and has exceeded the term granted for remedying such default. This provision applies also if default arises by operation of the law without notice of default or written notice of demand being required.

3.5. If the Rental Company cannot meet its contractual obligations in time, it will notify the Renter as soon as possible.

3.6. The Rental Company has the right to carry out the handover and/or services in instalments and to invoice those instalments individually.

3.7. If the rental object has not been custom-made for the Renter but is not collected on the agreed handover date and which date has been notified by the Rental Company in accordance with Article 3.2, the Rental Company will nevertheless be required to provide the rental object when such object is available at the sole discretion of the Rental Company.

3.8. In the event of late compliance and/or inadequate compliance by the Renter with its obligation to pick up the rental object, the Renter will be required to pay the loss sustained and/or to be sustained by the Rental Company as a result, such as the costs of storage and transportation of the rental object. This obligation will not affect the obligation to pay the full rental rate payable by the Renter to the Rental Company from the time of provision of the rental object.

3.9. Moreover, in the event that the rental object is not collected or not in time as referred to in these provisions, the Renter will still be required to pay the Rental Company the rental rate in full, payable by the Renter over the contractually agreed minimum rental period, in accordance with the payment terms agreed in the rental agreement and as long as the rental object is offered to the Renter.

3.10. The pictures, prospects and/or models of a rental object made available to the Renter by the Rental Company and/or third parties, are for illustration purposes only, and the Renter cannot derive any rights therefrom regarding the appearance of a rental object.

3.11. The Renter is required to carefully inspect the rental object upon the handover or immediately afterwards in the presence of the Rental Company (its representative) whether it is free from visible defects, ready for use and complete. After inspecting the rental object, the Renter will sign the Outbound Form.

3.12. By signing the Outbound Form, the Renter acknowledges that the rental object is complete, free from defects and ready for use, to the extent that no defects established during the inspection have been included in the Outbound Form.

3.13. If the rental object does not comply with the agreement, the Rental Company will, at its option,

- Deliver any missing accessories or parts later; or
- Replace the rental object provided;
- Or repair the rental object provided.

The Renter is required to act on the Rental Company's instructions regarding the location or return of the trailer to be replaced or to be repaired.

3.14. If the Renter does not duly comply with its obligation to inspect in accordance with Article 3.11 and/or fails to record any defects established in the Outbound Form in accordance with Article 3.11, any rights of the Renter to rent discounts, termination of the rental agreement or compensation will lapse.

3.15. In the event of hidden defects, i.e. defects that were not visible upon the trailer's handover, the Renter must notify the Rental Company immediately upon discovery in writing in detail. The Renter will forfeit any warranty claims on account of the rental object's defectiveness if the Renter does not comply with this duty of notification within 8 (eight) days from the time of the trailer's handover, or if the defect was hidden, from the time that the defect became apparent.

3.16. Claims and counterclaims of the Renter on account of non-conformity with the agreement will become time-barred within one year from the date of the rental object's handover to the Renter or in the event of hidden defects within one year from the day when the defect became apparent.

3.17. The risk of damage or loss of the rental object will pass to the Renter from the time of provision of the rental object.

With the handover of the rental object all risks arising from breach by the Renter of the duty of care regarding the rental object will pass to the Renter, in particular the risk of destruction, loss, theft, deterioration, damage and premature wear. In case of theft, damage by third parties and other offences against the rental object the Renter must immediately file a report with the local police authorities, and take measures to secure the evidence, and notify the Rental Company immediately.

3.18. The Rental Company's liability for default will be limited to two net daily rental rates per day of delay, regardless of any claims in accordance with Article 10.

4. Compulsory Insurance

4.1. The Renter is required to insure the trailer rented at its expense and with the Rental Company's consent and to include the Rental Company as co-insured in the insurance agreement against theft, loss or damage.

4.2. The Renter will submit to the Rental Company no later than on the handover of the trailer and subsequently at the start of a new year during the remaining period of the relationship written proof of insurance taken out by the Renter for the trailer rented.

4.3. The Renter will assign to the Rental Company, which will accept, all current and future claims arising from the insurance taken out for the trailer. If the policy terms do not allow that claims will be assigned, the Renter will irrevocably authorise the Rental Company to enforce and collect the claims vis-a-vis the insurer.

5. Use of Rental Objects by Renter

5.1. The Renter must comply with all relevant statutory provisions, the provisions of individual agreements and these Terms and Conditions when using and/or storing the rental object. The Renter must respect all load restrictions prescribed by the manufacturer of a rental object and the Rental Company and will ensure that the goods to be transported are not excessively packed together or inadequately secured. The Renter is furthermore required to equally distribute the cargo. The Renter may not transport and/or store goods in a trailer that could harm the Rental Company, the trailer, third parties and/or the environment.

5.2. The Renter will at its expense take all such measures required to comply with the statutory requirements of using the trailer. The Renter must obtain any licences required for the use of the trailer in time.

5.3. At the request of the Rental Company the Renter must demonstrate the current location of the trailer.

5.4. The Renter is explicitly not allowed to use the rental object for illegal activities, for transporting illegal goods or to transport goods illegally. In the event of breach of this provision the Rental Company has the right to unilaterally terminate the agreement or immediately or to immediately collect the deposit paid. In such cases the rental object must immediately be returned to a location of the Rental Company. If the rental object has not been returned to the Rental Company's location within seven (7) working days, the Rental Company will be free to file a report of theft.

5.5. The sub-letting or transfer of the use of a rental object to third parties is explicitly not allowed.

5.6. All taxes and (customs) duties as well as all other fees due in connection with and/or based on the use of a rental object must be paid by the Renter for the term of the agreement. This does not apply to taxes that are solely related to or arise from the ownership of the trailer. The Rental Company will charge any duties invoiced to the Renter.

5.7. Without the Rental Company's written consent the Renter may not:

- Affix registration plates, markings, stickers, texts or other notices to, in and/or on rental objects;
- Remove and/or render illegible in whole or in part registration plates, markings, stickers, texts or other notices affixed by the Rental Company to, in and/or on trailers.

Any variations must be agreed in writing.

6. Operation Site, Inspection, Repairs and Service, Transfer of Use, Attachment and Other Measures by Third Parties

6.1. The contractual operation site of trailers is the territory of the Member States of the European Union plus Switzerland, Norway, the Russian Federation west of the Urals (so-called European Russia) and all Mediterranean countries. The Renter undertakes to use rental objects only in the contractually agreed operation site in the context of the rental objects' technical suitability and to only have skilled staff operate the rental objects, only have the rental objects serviced by the Rental Company or companies authorised by the same and to only use technically suitable and lawful equipment.

6.2 Without prejudice to any provisions in individual agreements regarding required inspections, servicing and/or repairs, the Renter is required to subject the trailers to the legally required technical inspections. Even if rental objects are not operated in the Federal Republic of Germany, legally required inspections as referred to in this Article will be understood to mean all inspections required by law in the countries of operation and in the Federal Republic of Germany. Without being asked, the Renter must notify the Rental Company in writing when the legally required technical inspection has been performed.

6.3. The Renter is required to maintain the rental objects on a daily basis, in particular by lubricating. Damage caused by neglected maintenance will be paid by the Renter. For the rest the Renter and its subcontractors must fully comply with the operating and servicing instructions. All damage to tyres and consequential loss will be paid by the Renter.

Daily maintenance includes the daily inspection of wheel nuts and the functioning of the rental objects' technical settings. The Renter must furthermore ensure that rental objects are regularly washed and cleaned.

6.4. The Renter will pay the costs of the inspections, maintenance and repairs referred to in the preceding provisions (as required by law) as well as the costs of daily maintenance and inspection of rental objects. This applies also to any other costs of repairs to the extent that these are not due to normal wear and tear.

6.5. The Renter is required to comply with the operational and maintenance requirements of the manufacturer and the Rental Company, in particular the technical description referred to in Article 3.3, in carrying out inspections, repairs and maintenance (required by law).

If a manufacturer's guarantee applies to the trailers, the Renter must contact the manufacturer before carrying out any repairs and/or maintenance by invoking the manufacturer's guarantee.

6.6. If required to preserve the rental objects' condition as established at the time of handover the Renter is required to exchange parts and/or accessories of the rental objects. The quality of the replacement parts and/or accessories must be identical or, if this is not possible, equivalent to the quality of the exchanged parts and/or accessories at the time of the handover to the Renter. All replacement parts and/or accessories will immediately become the Rental Company's property upon installation.

6.7. The Renter warrants and reimburses the Rental Company for loss and/or costs caused by inadequate compliance by the Renter with an obligation referred to in this Article. In this context loss and/or costs will at any rate include but not be limited to penalties for non-compliance with the obligation to carry out technical inspections in accordance with Article 6.2 of these Terms and Conditions.

6.8. The Rental Company will always have the right to check scheduled and planned (legally required) inspections, repairs and/or maintenance. If the Rental Company establishes defects in the rental objects and/or if (legally required) inspections, repairs and maintenance have not been performed or incorrectly, the Rental Company will have the right to have the (legally required) inspections, repairs and maintenance it believes necessary performed at the Renter's expense.

6.9. The Renter is required to keep careful and detailed records of all (legally required) inspections, repairs and maintenance carried out in regard of rental objects during the term of the agreement. The Rental Company has the right to always inspect these records.

6.10. Without the Rental Company's written consent, the Renter will not make any essential changes to, in and/or on the trailers. If the Renter breaches this provision, the Rental Company has the right to restore the trailers to their original condition at the Renter's expense.

6.11. The Rental Company is not liable for the Renter's loss and/or costs if rental objects cannot be used by the Renter because of the performance of (legally required) inspections, repairs and maintenance. Moreover, the Rental Company is not required to make a substitute trailer available to the Renter for the time during which (legally required) inspections, repairs and maintenance are performed.

6.12. If third parties by means of attachment, confiscation or pursuant to other rights, lawfully or unlawfully enforce rights against rental objects or take possession, lawfully or unlawfully, of rental objects, the Renter must notify the Rental Company immediately, first orally or by telephone, and then in writing, and inform such third parties in advance in writing of the Rental Company's ownership rights immediately and demonstrably, and to forward this written notification to the Rental Company immediately. In this context the Renter is required to reimburse the Rental Company for all costs of repossessing the rental objects and at the Rental Company's request pay appropriate advances on legal expenses.

7. Return of Rental Objects, Compensation for Damage

7.1. In the event of termination of the rental agreement the Renter must return rental objects without any defects and cleaned inclusive of all accessories as well as the complete inspection and vehicle documents. Rental objects must furthermore

- Comply with statutory road safety regulations, with the most recent inspection having been carried out at most 3 (three) months ago; and
- Be in such condition that they can be used immediately for the transportation of goods.

To return rental objects the Renter must take the rental objects to the Rental Company's location where the Rental Company provided the rental objects. If the rental objects are newly manufactured trailers that were handed over to the Renter at the manufacturer's location or if return at the location where the Renter received the rental objects is not possible because that location is closed or has been closed down, the Renter must take the rental objects to another location designated by the Rental Company. This applies also if the Rental Company has a justified interest in taking receipt of the rental objects in another location. In choosing another location the Rental Company must consider the Renter's interests as much as possible.

7.2. In the event of non-compliance without valid reason, or late compliance with its obligations under Article 7.1 the Renter must reimburse the Rental Company for any loss sustained as a result, for instance the costs of storage and transportation. Without prejudice to this provision and the entitlement to compensation contained in Article 10, the Rental Company will still be entitled towards the Renter to the rental rate and the performance of legally required inspections, repairs, and maintenance until the time of the delayed return of rental objects.

7.3. If on return the tyre profile is less than the limit specified in the agreement, the Renter must pay 1/13th of the price of new tyres for each millimetre below the agreed profile. If the tyre profile exceeds the limit specified in the agreement the Renter will not be entitled to compensation.

7.4. If the diameter of the brake pads of the rental object's tyres is less than required by law, the Renter will owe the Rental Company an amount calculated by multiplying the brake pad difference by the price of the brake pad in question at the time of return. If on return the brake pad's diameter is more than upon handover to the Renter, the Rental Company will not owe the Renter any compensation.

7.5. Upon return rental objects will be inspected.

7.5.1. The condition of trailers will be recorded in Inbound Forms, unless the rental objects are found to be total loss.

7.5.2. If upon the subsequent comparison of the Outbound Form and the Inbound Form the Rental Company establishes that rental objects are defective, dirty, damaged or require maintenance, the Renter must reimburse the Rental Company's appropriate costs of any necessary actions. This does not apply to tear and wear caused by and/or related to regular use of the trailers.

7.5.3. Either Party may require inspection of rental objects by a publicly appointed expert designated by the chamber of commerce and industry in the Rental Company's location. The costs of the expert will be paid by the Parties based on the findings of the expert about the presence or absence of defects pro rata to the Party's prevailing or losing. The expert will also be instructed to document in which proportion each Party should pay the expert's costs.

7.6 If rental objects are no longer available for rent due to circumstances attributable to the Renter, in particular damage, prematurely required maintenance or the failure to return rental objects inclusive of all accessories or other circumstances for which the Renter is responsible, the Renter must pay compensation. Article 7.5 applies mutatis mutandis to the extent of the obligation to pay compensation. The Rental Company will retain the right to demand further compensation. However, the Rental Company will make an effort to duly minimise the loss.

7.7. If the Rental Company has terminated the agreement for cause, or if the Renter is in default returning rental objects, the Rental Company will have the right to take possession of the rental object without the Renter's consent. The Renter is required to grant the Rental Company access to the location of rental objects and tolerate their removal.

8. Calculation of Rental Rate and Compensation

8.1 The prices listed by the Rental Company in the agreement are net prices exclusive of statutory turnover tax.

8.2. The Renter will pay all costs related to payment, including the provision of security.

8.3. If the Parties have agreed that the Renter will pay a deposit, the Rental Company may postpone the provision of the trailer until the deposit has been paid in full. Upon expiry of the rental agreement the deposit will be refunded to the Renter without interest and minus any counterclaims that are independent of the rental agreement.

8.4. If not otherwise agreed in writing, the total rental rate is calculated by multiplying the daily rate by the number of days of the rental period. The days of handover and return will be charged at full-day rates.

9. Due Date, Payment of Rental Rate, Delay

9.1 The Renter must pay the Rental Company the amounts due without any deductions within one week of receiving the invoice.

9.2. Payment by the Renter must be only in the currency of the prices stated in the agreement, without set-off, discount or delay.

9.3. If the Renter does not pay in time:

- The Renter will be required to pay interest in the amount of 1.5% per month on the outstanding rent and/or any outstanding invoice amount from the due date until the day of payment in full, without prejudice to the Rental Company's other rights and without any prior notice of default being required,

- All rental rates and/or invoices will become payable immediately and all legal consequences of non-compliance will take effect immediately.

9.4. If the Renter exceeds the payment term by more than 30 (thirty) days, the Rental Company will have the right to terminate the agreement in whole or in part without notice, to suspend further compliance with its contractual obligations and to recover the rental objects, all without prejudice to all of the Rental Company's other rights and without being required any compensation.

9.5. The Renter will pay all extrajudicial costs, including the costs of drawing up and sending notices of demand, conducting settlement negotiations and other acts related to the preparation of legal proceedings as well as all court fees, incurred by the Rental Company on account of non-compliance by the Renter with its contractual obligations.

9.6. Payments by the Renter will be applied first towards the costs due and will subsequently be deducted from the principal sum as specified by the Rental Company, regardless of any instructions by the Renter to the contrary.

10. Limitation of Rental Company's Liability

10.1. Only in any of the events listed below will the Renter be entitled to compensation from the Rental Company:

- Demonstrably intentional or grossly negligent breach by the Rental Company or its legal representatives or subcontractors,
- Breach of a legal principle, or for loss of life, physical injuries or damage to health, due to the intentional or negligent breach by the Rental Company, its legal representatives or subcontractors,
- Attributable breach of essential contractual obligations, if the realisation of the contract's objective was endangered, limited to loss that is typical of the contract and foreseeable.

In all other aspects the Rental Company's liability towards the Renter will be excluded.

10.2. The Rental Company's liability for damage to the cargo or other goods transported will be excluded, regardless of the cause of the loss.

11. Rental Company's Right to Security, Assignment of Claims

11.1. If the Rental Company has reason to assume that the Renter will not duly comply with its obligations towards the Rental Company or not in time, the Renter must immediately, at the Rental Company's first request,

- Provide adequate security in the manner and form designated by the Rental Company, for compliance in full with all (payment) obligations of the Renter, or
- Replace or supplement the security already provided.

In that case the Renter is required, at the Rental Company's first request, to present a bank guarantee that is payable on first demand. If the Renter does not comply with a request to provide security within 7 (seven) days of receipt, the legal consequences of non-compliance will take effect immediately.

11.2. By signing the rental agreement, the Renter assigns to the Rental Company by way of security the amount of current and future claims of the Rental Company all current and future claims and entitlement to benefits against its insurer (if permitted by the insurer's terms). The Rental Company hereby accepts such assignment. The Rental Company undertakes towards the Renter not to disclose the assignment towards third-party debtors for as long as the Renter is not in default or their relationship has not been terminated for cause.

11.3. The Renter will pay all costs related to payment, including the provision of security.

12. Set-Off and Assignment

The Renter is entitled to set off counterclaims or suspend payments if such counterclaims are undisputed, have been established as final or are ready for a decision in pending proceedings.

13. Rental Company's Right to Refuse Performance

The Rental Company may refuse to perform towards the Renter if after conclusion of the rental agreement it becomes apparent that the Rental Company's right to the rental rate is at risk because of the Renter's lack of solvency. This right lapses when the rental rate is paid or security is provided.

14. Termination for Compelling Reason by the Parties

14.1. Without prejudice to regular termination pursuant to Article 2.2 either Party may terminate the rental agreement in whole or in part for a compelling reason. If such compelling reason lies in breach of an obligation under the agreement, termination will be allowed only if such breach has not been remedied after expiry of a term for remedying or a notice of demand.

12.2. The Rental Company has a compelling reason for termination, in particular if

- The Renter fails to comply with its contractual obligations and subsequent compliance has become impossible or pointless in the Rental Company's opinion,
- The Renter conducts negotiations or takes other steps to restructure its debts or has initiated part thereof;
- Execution measures are taken against the Renter,
- In the event of the Renter's (imminent) insolvency or debt overload as referred to in Section 17 et seq. German Insolvency Statute,
- The Renter despite the Rental Company's warnings uses rental objects in a damaging way or in another way that is in breach of the agreement,
- The Renter lets unauthorised third parties use rental objects or leaves the same in a location that has not been contractually agreed,
- The Renter, being a legal entity, is dissolved, its business or a significant part thereof is discontinued or a resolution is passed to that effect,
- The Renter's company is relocated abroad in whole or in part,
- The Renter, being a legal entity, merges or its business is restructured or divided into separate legal entities or a resolution is passed to that effect,
- The Renter has provided incorrect information, has withheld information or has misled the Rental Company otherwise and the Rental Company would not have entered into this agreement or the agreed provisions if it had had the correct, complete or non-misleading information.

12.3. The Rental Company furthermore has the right to terminate the agreement prematurely if the Renter fails to collect rental objects within 5 (five) working days after the Rental Company's notice as referred to in Article 3.1.

12.4 If due performance by one of the Parties has become wholly or partially impossible on account of grounds not attributable to that Party, including the events listed in Article 12.5, the other Party is free to terminate the agreement in whole or in part without being required to pay any compensation. If the inability to perform is just temporary, the agreement may be executed at a later stage unless subsequent execution would be pointless for the other Party.

12.5. The events listed below are beyond the Rental Company's responsibility:

- Government regulations that prevent or restrict the use of the trailer provided or to be provided,
- Lack of raw and auxiliary materials for manufacturing the trailer,
- Lack of labour, strikes by the Rental Company's own personnel or that of third parties,
- Bans on import, export or transit,
- Transportation issues,
- Non-compliance by the Rental Company's suppliers or carriers with their obligations,
- Manufacturing disruptions,
- Natural and/or nuclear disasters, war and/or threat of war, terrorist acts and/or terrorist attacks.

13. (Intellectual) Property, Recovery

13.1. Trailers will always remain the Rental Company's property. The Renter has the right to buy trailers rented if explicitly

agreed in the agreement. If the agreement includes such a provision, the Renter must accept the Rental Company's offer to buy within 3 (three) working days, or the Rental Company has the right to sell the trailer to another party.

13.2. Without the Rental Company's prior written consent, the Renter may not use the Rental Company's trade names, logos, patents, copyrights, trademarks and/or other intellectual property rights.

13.3. If not required by the applicable laws, the Parties may not disclose to third parties any confidential information received from the other party.

13.4. In the event of non-compliance with the agreement by the Renter, the Rental Company has the right to recover the rental objects. The Renter irrevocably authorises the Rental Company or third parties designated by the latter to access the Renter's premises and/or space in the rental object's location. The Renter will pay all costs of recovery incurred by the Rental Company.

13.5. In the event of recovery of rental objects in accordance with these provisions the Renter will reimburse the Rental Company for the loss sustained due to the enforcement of third-party claims in connection with and/or arising from recovery.

14. Governing Law and Competent Court

14.1. All matters arising from or in connection with the relationship between the Parties are governed by the law of the Federal Republic of Germany.

14.2. If the Renter is a business owner, legal entity under public law, or special fund under public law, the court having jurisdiction over all disputes arising from the relationship, directly or indirectly, will be the court in the place where the Rental Company has its registered office. However, the Rental Company has the right to appeal to the court in the place where the Renter has its registered office.

15. Invalid Provisions

If a provision of these Terms and Conditions turns out to be invalid, unlawful, not binding or unenforceable, in whole or in part, the other provisions of these Terms and Conditions will remain fully effective. The Parties will make an effort to reach agreement to replace the invalid provision by a provision whose content and purport will approximate the original provision as closely as possible.